

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

AMY ALLEN  
92 North Columbus Street  
Sunbury, Ohio 43074

-and-

BROOKE ALLEN  
36 Breyer Run Road  
Apartment 302  
Columbus, Ohio 43228

*On behalf of themselves and all  
others similarly-situated.*

Plaintiffs,

vs.

SHAMROCK TOWING, INC.  
c/o Timothy Duffey, Statutory Agent  
6333 Frost Road  
Westerville, Ohio, 43082

-and-

TIMOTHY L. DUFFEY  
2124 Blayney Road  
Sunbury, Ohio 43074

-and-

MICHAEL NELSON  
c/o Shamrock Towing, Inc.  
6333 Frost Road  
Westerville, Ohio 43082

Defendants.

CASE NO.:

JUDGE

**COLLECTIVE ACTION  
COMPLAINT FOR VIOLATIONS  
OF THE FAIR LABOR  
STANDARDS ACT**

**(Jury Demand Endorsed Herein)**

### **INTRODUCTION.**

1. Through company-wide practices in which Defendants Shamrock Towing, Inc. (“Shamrock”), Timothy L. Duffey (“Duffey”), and Michael Nelson (“Nelson”) (collectively, “Defendants”) paid Plaintiffs Amy Allen (“Amy”) and Brooke Allen (“Brooke”) (collectively “Plaintiffs”) and those similarly situated a flat rate in cash for all hours worked over 40 in a given week Defendants willfully and systematically denied Plaintiffs and other similarly situated employees the overtime pay they were entitled to. Accordingly, Defendants’ conduct violated the Fair Labor Standards Act (“FLSA”), 29 U.S. Code § 207. On behalf of themselves and all other similarly situated employees, Plaintiffs Amy Allen brings this collective action for the recovery of unpaid overtime wages under the FLSA, 29 U.S.C. § 216(b). Members of the collective action are referred to as the “**FLSA Collective Class Members.**”

### **PARTIES.**

2. Amy Allen (“Amy”) is an individual residing in Delaware County, Ohio. Allen performed work for Defendants within the last three years for which she was not paid the overtime wages guaranteed by the FLSA.
3. Brooke Allen (“Brooke”) is an individual residing in Franklin County, Ohio. Allen performed work for Defendants within the last three years for which she was not paid the overtime wages guaranteed by the FLSA.
4. The FLSA Collective Class Members are all current and former employees who were paid on an hourly basis; who worked for Defendants for any period of time during the three-year

period immediately preceding the filing of this Complaint to the present; and who were not paid overtime despite working more than 40 hours per week.

5. Shamrock is a for-profit corporation organized under the laws of the State of Ohio, which maintains its headquarters in Westerville, Ohio, and which operates in Ohio and other states.
6. At all times referenced herein, Duffey was the president, co-owner, and/or principal of Shamrock.
7. At all times referenced herein, Nelson was the co-owner and/or principal of Shamrock.

**PERSONAL JURISDICTION.**

8. Defendants hire citizens of the state of Ohio, contract with companies in Ohio, and own or rent property in Ohio. As such, the exercise of personal jurisdiction over Defendants comports with due process.
9. Plaintiffs and those similarly-situated performed work in this judicial district, were paid unlawfully by Defendants pursuant to work performed in this district and/or were hired out of this district.
10. This cause of action arose from or relates to the contacts of Defendants with Ohio residents, thereby conferring specific jurisdiction over Defendants.

**SUBJECT MATTER JURISDICTION AND VENUE.**

11. This Court has jurisdiction over the subject matter of this action under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.
12. Venue is proper in this District because Defendants do a sizeable portion of their business in this District, and many of the wrongs herein alleged occurred in this District.

**FLSA COVERAGE.**

13. At all times referenced herein, Shamrock was an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r) and engaged in commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise at all times hereinafter mentioned had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling or otherwise working on goods or materials that have been moved in or produced for commerce by any person and in that enterprise had an annual gross volume of sales made or business done of not less than \$500,000.00.
14. At all times referenced herein, Duffey supervised and/or controlled the employment of Plaintiffs and those similarly-situated with Shamrock, controlled the day-to-day operations of Shamrock, to include controlling its compensation policies and practices, and acted directly or indirectly in the interest of Shamrock in relation to its employees, and was an employer within the meaning of section 3(d) of the FLSA.
15. At all times referenced herein, Nelson supervised and/or controlled the employment of Plaintiffs and those similarly-situated with Shamrock, controlled the day-to-day operations of Shamrock, to include controlling its compensation policies and practices, and acted directly or indirectly in the interest of Shamrock in relation to its employees, and was an employer within the meaning of section 3(d) of the FLSA.

**FACTUAL ALLEGATIONS.**  
**(Background Facts).**

16. At all times the applicable statutory period, Defendants operated a towing business that included local towing, flatbed towing, long distance towing, out of state towing, commercial towing, junk car towing, and motorcycle towing.

17. At all times referenced herein, Defendants maintained a scheme in which they avoided paying their hourly, non-exempt employees overtime by paying them a flat hourly rate for the non-overtime hours they worked via a payroll check and in cash for the overtime hours they worked (“Overtime Scheme”).
18. Defendants’ failure to pay overtime was not a good faith mistake or based on an innocent misunderstanding of the FLSA; it was a willful, intentional method of keeping overtime hours worked “off the books” in order to avoid paying overtime.
19. Defendants’ act of paying overtime hours “under the table” in cash and not recording that pay on employee’s paystubs reflects Defendants’ knowledge that it was unlawful to deny overtime pay to employees who worked over 40 hours a week.
20. Upon information and belief, Nelson and Duffey came up with Overtime Scheme and directly oversaw its implementation at Shamrock.

**(Facts Regarding Amy Allen’s Employment with Defendants).**

21. Amy is a former employee of Defendants.
22. On or about July 7, 2016, Amy was hired by Defendants to work as Dispatcher.
23. Amy was paid on an hourly basis.
24. During her employment with Defendant, Amy regularly worked in excess of 40 hours per week.
25. At all times referenced herein, Defendants regularly split the hours Amy reported between a payroll check and cash “under the table.”
26. Defendants did not pay Amy overtime when she worked more than 40 hours in a week.
27. For example, during the pay period covering the time period between June 11, 2019 through June 24, 2019, Amy worked a total 86.18 hours.

28. Rather than paying Amy for 80 hours of regular pay and 6.18 hours of overtime, Defendants paid Amy a flat rate hourly rate for all hours worked:

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AUTHORIZED SIGNATURE(S)  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hours		60.14	849.47	813.15	11,370.10
SS # ***4398 Base Pay Rate \$13.50 EMPLOYEE # 00000163 00000001 - Main_00000001 - Westerville_00000001 - Office						
	TOTAL EARNINGS		60.14	849.47	\$813.15	\$11,370.10

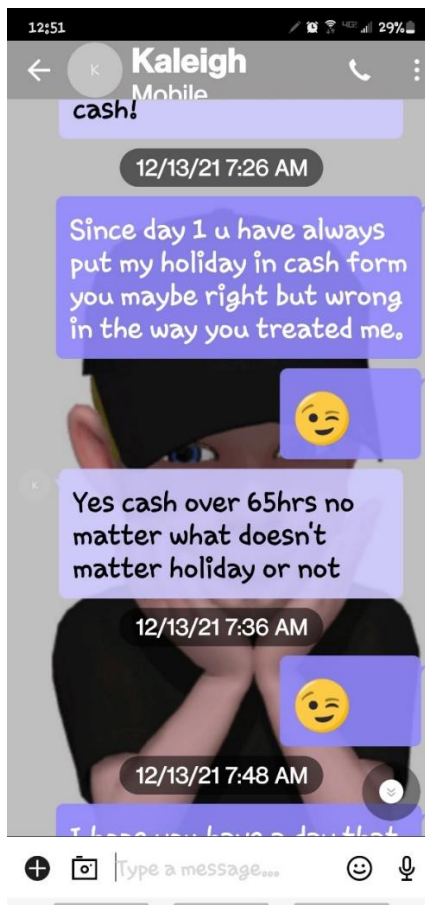
EMPLOYER INFORMATION	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shamrock Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)882-3555	Federal 5 6 +0.00 State 3 +0.00	FICA Medicare BigWalmsSD Sunbury OH State	50.42 11.79 6.10 8.13 11.58	704.96 164.86 85.29 113.70 175.24
PAY PERIOD 06/11/19 TO 06/24/19 PAY FREQUENCY Bi-Weekly CHECK DATE 06/28/2019 CHECK # E02485			\$88.02	\$1,244.05
	TOTAL WITHHOLDINGS			674.84 \$674.84

ACCURAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT
				Adv022219 TOTAL DED				

EMPLOYEE: Amy	DATE: 6/29/18	GROSS PAY 1034
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	
	CHECK AMOUNT	834
HOURS: 86.18	CASH AMOUNT	240

29. Several examples of pay stubs splitting hour between a payroll check and cash, and not paying overtime, are attached hereto as Exhibits 1-11.
30. After a period of time, Defendants clarified the Overtime Scheme into a policy that any hours worked over 65 in a pay period would be paid in cash.

31. On one or more occasions, Amy asked Duffey why she was paid with cash rather than being paid overtime (“Overtime Complaint”).
32. Duffey responded to Amy’s Overtime Complaint by assuring her that “it’s better this way” because Amy would keep more money by not being taxed on what she received in cash.
33. On or about December 13, 2021, Amy sent a text message to Office Manager Kaleigh Sanfillipo, (“Sanfillipo”) stating that during her employment with Defendants, Amy always received holiday pay in cash rather than a payroll check (“Text Complaint”)
34. In response to Text Complaint, Sanfillipo not only confirmed that all holiday pay was paid in cash, but also that Defendants paid their employees in cash for time over 65 hours “no matter what doesn’t matter holiday or not.”



35. On or about December 14, 2021, Amy's employment with Defendants ended.

**(Facts Regarding Brooke Allen's Employment With Defendants).**

36. On or about September 16, 2019, Brooke was hired by Defendants to work as Dispatcher.

37. Brooke was paid on an hourly basis.

38. During her employment with Defendant, Brooke regularly worked in excess of 40 hours per week.

39. At all times referenced herein, Defendants regularly split the hours Brooke reported between a payroll check and cash "under the table."

40. Defendants did not pay Brooke overtime when she worked more than 40 hours in a week.

41. Rather than paying Brooke for 80 hours of regular pay and time and a half for overtime pay, Defendants paid Brooke a flat rate hourly rate for all hours worked

42. On or about September 23, 2019, during Brooke's first week working for Defendants, Sanfillipo outlined how Defendants would pay Brooke partially in cash for any overtime or holiday pay. On or about September 27, 2019, Brooke received her first payment from Defendants entirely in cash instead of receiving a payroll check.

43. Subsequently, Brooke was paid for some of her hours worked in the form of a payroll check, and the remainder of the hours she worked in cash, to include overtime hours.

44. Subsequently, Defendants failed to pay Brooke overtime pay for hours she worked over 40 in a given week.

45. On or around October 1, 2020, Brooke's employment with Defendants ended.

**FLSA COLLECTIVE ACTION ALLEGATIONS.**

46. Plaintiffs incorporate by reference each of the allegations in the preceding paragraphs.



47. The Overtime Scheme was not just limited to Plaintiffs; the Overtime Scheme was and is a companywide scheme effecting all hourly, non-exempt current and former employees of Shamrock.
48. The Overtime Scheme was maintained by Defendants at all times during the three-year period immediately preceding the filing of this Complaint.
49. Based on the foregoing, Plaintiffs bring this as a collective action pursuant to 29 U.S.C. § 216(b) on behalf and all similarly-situated individuals who are part of the following class:

All persons who were employed by Shamrock Towing, Inc. for any period of time during the three years immediately preceding the filing of this Complaint and who were paid on an hourly basis, excluding those who regularly operated trucks that weighed greater than 10,000 pounds.
50. Collective Action treatment of Plaintiffs' claim for unpaid overtime is appropriate because Amy, Brooke, and the FLSA Collective Class Members were and continue to be subjected to the same Overtime Scheme referenced above, and the success of their claims depends on the resolution of common issues of law and fact, including, *inter alia*, whether Defendants' company-wide practices failed to properly compensate the FLSA Collective Class Members for all hours worked.

**COUNT I: VIOLATION OF THE FAIR LABOR STANDARDS ACT.**

51. Plaintiffs re-allege and incorporate by reference the allegations set forth above.
52. The FLSA requires each covered employer, such as Defendants, to compensate all non-exempt employees at a rate of not less than 1.5 times the regular rate of pay for work performed in excess of 40 hours in a work week.
53. Plaintiffs and those similarly-situated were not exempt from the right to receive overtime pay under the FLSA during their employment with Defendants.

54. Plaintiffs and those similarly-situated are entitled to be paid overtime compensation for all overtime hours worked.
55. At all times relevant to this Complaint, Defendants had a policy and practice of failing to pay overtime to its hourly employees through an overt scheme in which employees were paid cash for all overtime hours worked.
56. Defendants' practices were not accidental or based on a good-faith interpretation or understanding of the FLSA; Defendants deliberately concocted a scheme to deprive Plaintiffs and those similarly-situated of the overtime pay they earned.
57. Upon information and belief, Defendants never received any legal advice from an attorney or law firm that the practices complained of in this Complaint were lawful.
58. The practices complained of in this Complaint were never audited or approved of by the Department of Labor.
59. Defendants did not rely on any Department of Labor regulations or opinion letters to devise or create their overtime policies and/or practices.
60. Defendants' failure and refusal to pay Plaintiffs and those similarly-situated the proper overtime wage for all overtime hours worked was willful, intentional, and not in good faith.
61. Plaintiffs and those similarly situated are entitled to all legal and equitable remedies available for violations of the FLSA, including, but not limited to, back pay, liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees and litigation costs, and other compensation pursuant to the FLSA.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs Amy Allen and Brooke Allen respectfully request relief against Defendants, joint and severally, as set forth below:

- a. Designating this action as a collective action on behalf of Plaintiff and the Collectives she represents pursuant to the Fair Labor Standards Act, issuing notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA opt-in Collective apprising them of the pendency of this action, which will permit them to assert timely FLSA claims in this action by filing individual consent to sue forms pursuant to 29 U.S.C. § 216(b), and equitably tolling the statute of limitations from the date of filing this Complaint until the expiration of the deadline for filing consent to sue forms pursuant to 29 U.S.C. § 216(b);
- b. Designating Plaintiffs Amy Allen and Brooke Allen as representatives for the FLSA Collective Class Members;
- c. Issuing a declaratory judgment that the practices complained of herein are unlawful under the FLSA, 29 U.S.C. §§ 201 *et seq.*;
- d. Awarding Plaintiffs and those similarly situated all unpaid overtime wages and an additional equal amount as liquidated damages pursuant to 29 U.S.C. § 216(b);
- e. Awarding damages, including actual, general, special, incidental, statutory, punitive, treble, liquidated, noneconomic, and consequential to Plaintiffs and those similarly situated in an amount to be determined at trial;
- f. Issuing an injunction prohibiting Defendants from continued unlawful practices, policies and patterns set forth herein;
- g. Awarding pre-judgment and post-judgment interest as provided by law;
- h. Awarding reasonable attorneys' fees and costs; and
- i. Awarding such other and further relief that this Court deems appropriate.

Respectfully submitted,

/s/Chris P. Wido

Chris P. Wido (0090441)

**SPITZ, THE EMPLOYEE'S LAW FIRM**

25825 Science Park Drive, Suite 200

Beachwood, Ohio 44122

Phone: (216) 291-4744

Fax: (216) 291-5744

Email: chris.wido@spitzlawfirm.com

*Attorney for Plaintiffs*

**JURY DEMAND**

Plaintiffs Amy Allen and Brooke Allen demand a trial by jury by the maximum number of jurors permitted.

/s/Chris P. Wido

Chris P. Wido (0090441)

**SPITZ, THE EMPLOYEE'S LAW FIRM**

**EXHIBIT 1**

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

Citic Bank  
Overfield, PA

DATE	CHECK NO.
07/12/2019	E02524

AMOUNT  
\$0.00

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

TO THE ORDER OF  
Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AMOUNT  
\$0.00

PERSONAL INFORMATION

EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Regular Hour		70.00	979.47	\$465.00	\$12,315.10

SS # \*\*\*4398 Base Pay Rate \$13.50  
EMPLOYEE # 00000163  
0000001 - Main\_0000001 - Westerville\_0000001 - Office

EMPLOYER INFORMATION

FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Federal - 6	FICA	\$4.39	\$63.10
State - 3	Medicare	\$3.70	\$78.36
	Part D Social Security	7.00	\$2.34
	State	9.45	\$23.55
	OH State	15.47	\$39.51

PAY PERIOD 06/25/19 TO 07/08/19  
PAY FREQUENCY Bi-Weekly  
CHECK DATE 07/12/2019  
CHECK # E02524

TOTAL EARNINGS 70.00 979.47 \$465.00 \$12,315.10

TOTAL WITHHOLDINGS \$194.50 \$5,248.00

ACCRUAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT
				Adv02219			\$24.84	\$24.84
				TOTAL DED			\$674.84	

DIRECT DEPOSIT INFORMATION

NET PAY	AMOUNT	YTD AMT
Checking ***202 \$840.50	\$840.50	\$10,291.71

EMPLOYEE: Amy	DATE: 7/12/19	GROSS PAY 1385
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	-200
	CHECK AMOUNT	945
HOURS: 102.57	CASH AMOUNT	280



## EXHIBIT 2

Cnb Bank  
Clearfield, PA

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

DATE: 07/26/2019 CHECK NO: E02560

AMOUNT \$0.00

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

TO THE ORDER OF

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AUTHORIZED SIGNATURE  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hour		64.00	953.47	\$864.00	\$13,179.19
SS # ***4308 Base Pay Rate \$13.50 EMPLOYEE # 00000163 00000001 Main_00000001 Westerville_00000001 Office						

EMPLOYER INFORMATION	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shamrock Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)882-3555	Federal 3 1 +0.00 State 3 +0.00	FICA Medicare Social Security OH State	\$15.57 12.53 6.48 13.05	\$171.09 98.96 131.79 209.96

PAY PERIOD 07/09/19 TO 07/22/19  
PAY FREQUENCY Bi-Weekly  
CHECK DATE 07/26/2019  
CHECK # 102560

ACCURAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	GO MATCH	YTD GO MATCH	AMOUNT	YTD AMT
				Adj 02219			\$94.27	\$1,442.82
				TOTAL DED				\$674.84

DIRECT DEPOSIT INFORMATION	NET PAY	AMOUNT	YTD AMT
Checking ****0292 ****09.73		\$769.73	\$11,061.44

EMPLOYEE: Amy	DATE: 7/26/19	GROSS PAY 1606
	\$ KEPT FROM SETTLEMENT	
	ADVANCE CAP	-200
	DAMAGES	
COMMISSION:	LOAN	
	CHECK AMOUNT	864
HOURS: 118.93	CASH AMOUNT	542

Cnb Bank  
Clearfield, PA

Shamrock Towing Inc

**EXHIBIT 3**

Coh Bank  
Clearfield, PA

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

DATE: 09/06/2019  
CHECK NO.: E02677

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

AMOUNT  
\$0.00

TO THE  
ORDER OF

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AUTHORIZED SIGNATURE(S)  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hours		70.00	1,167.31	945.00	15,639.50
SS # ***4398 Base Pay Rate \$13.50 EMPLOYEE # 00000163 00000001 - Main_00000001 - Westerville_00000001 - Office						
TOTAL EARNINGS			70.00	1,167.31	945.00	\$15,639.50

EMPLOYER INFORMATION	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shamrock Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)882-3555	Federal S 6 +0.00 State 3 +0.00	FICA Medicare Ret/UnemplSD Sunbury OH State	58.59 13.70 7.09 9.45 15.67	970.90 227.05 117.46 156.60 240.52
PAY PERIOD 08/20/19 TO 09/02/19 PAY FREQUENCY Bi-Weekly CHECK DATE 09/06/2019 CHECK # E02677				
TOTAL WITHHOLDINGS			\$104.50	\$1,712.53

ACCRUAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT
				Adv02219				674.94
				TOTAL DED				

EMPLOYEE: Amy	DATE: 9/6/19	GROSS PAY: 1338
You are paid off!	\$ KEPT FROM SETTLEMENT	
	ADVANCE	-133
	DAMAGES	
COMMISSION:	LOAN	
	CHECK AMOUNT	945
HOURS: 99.14	CASH AMOUNT	300



## EXHIBIT 4

Coh Bank  
Clearfield, PA

Shattuck Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

DATE: 10/18/2019 CHECK NO: E02795

AMOUNT \$0.00

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

TO THE ORDER OF  
Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AUTHORIZED SIGNATURES  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hours		67.00	1,365.29	904.50	18,332.05
SS # ***4308 Base Pay Rate \$13.50 EMPLOYEE # 00000143 0000001 - Main_0000001 - Westerville_0000001 - Office						
TOTAL EARNINGS 67.00 1,365.29 \$904.50 \$18,332.05						

EMPLOYER INFORMATION	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shattuck Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)882-3355	Federal 5 6 +0.00 State 3 +0.00	FICA Medicare Ret/Unempl Social Sec OH State	56.08 13.12 6.78 9.05 14.36	1,136.60 265.81 137.50 183.33 282.28
PAY PERIOD 10/01/19 TO 10/14/19 PAY FREQUENCY Bi-Weekly CHECK DATE 10/18/2019 CHECK # E02795				
TOTAL WITHHOLDINGS \$99.39 \$2,068.52				

ACCRUAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT
TOTAL DED							674.64	9674.84

DIRECT DEPOSIT INFORMATION	NET PAY	AMOUNT	YTD AMT
Checking ***0292 \$805.11		\$805.11	\$15,651.69

EMPLOYEE: AMY	DATE: 10.18.19	GROSS PAY 2005
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	
	CHECK AMOUNT	905
HOURS: 148.51	CASH AMOUNT	1140



## EXHIBIT 5

Coh Bank  
Clearfield, PA

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

DATE: 02/05/2021 E04036

AMOUNT  
\$0.00

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

TO THE  
ORDER OF

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AUTHORIZED SIGNATURE  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hours		63.00	195.00	\$958.00	\$2,730.00
SS # ***4358 Base Pay Rate \$14.00 EMPLOYEE # 00000163 00000001 - Main_00000001 - Westerville_00000001 - Office						

EMPLOYER INFORMATION	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shamrock Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)882-3535	Federal 5 5 +0.00 State 3 +0.00	FICA Medicare Social Security OH State	26.42 13.20 6.83 9.10 13.96	169.36 39.60 20.49 27.50 41.88

PAY PERIOD 01/19/21 TO 02/01/21  
PAY FREQUENCY Bi-Weekly  
CHECK DATE 02/05/2021  
CHECK # E04036

ACCRUAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT
TOTAL WITHHOLDINGS							\$958.01	\$298.53

DIRECT DEPOSIT INFORMATION	NET PAY	AMOUNT	YTD AMT
Checking ***0202 \$810.49		\$810.49	\$2,431.47

EMPLOYEE: Amy	DATE: 2/5/21	GROSS PAY 1477
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	
	CHECK AMOUNT	910
HOURS: 105.47	CASH AMOUNT	607

DATE: 7-9-21	GROSS PAY 1014
SETTLEMENT	

## EXHIBIT 6

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

Cash Bank  
Clearfield, PA

DATE	CHECK NO.
02/19/2021	E04073

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

TO THE ORDER OF

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AMOUNT  
\$0.00

AUTHORIZED SIGNATURE  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hours		65.00	260.00	998.00	\$3,648.00

SS # \*\*\*4398 Base Pay Rate \$14.00  
EMPLOYEE # 00000163  
00000001 - Main\_00000001 - Westerville\_00000001 - Office

EMPLOYER INFORMATION	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shamrock Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)882-3555	Federal 3 5 +0.00 State 3 +0.00	FICA: Medicare R/R/State/D Sunbury OH State	56.42 13.20 6.43 9.10 13.96	223.68 52.80 27.32 36.40 55.84

PAY PERIOD 02/02/21 TO 02/15/21  
PAY FREQUENCY Bi-Weekly  
CHECK DATE 02/19/2021  
CHECK # E04073

ACCURAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT
							\$99.51	\$398.04

DIRECT DEPOSIT INFORMATION	NET PAY	AMOUNT	YTD AMT
Checking ***0292 \$810.49		\$810.49	\$3,241.96

EMPLOYEE: Amy	DATE: 2/19/21	GROSS PAY 294
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	
	CHECK AMOUNT	910
HOURS: 92.41	CASH AMOUNT	384



## EXHIBIT 7

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

Cash Bank  
Clearfield, PA

DATE	CHECK NO.
04/16/2021	E04219

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

TO THE ORDER OF

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AMOUNT  
\$0.00

AUTHORIZED SIGNATURE(S)  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hours		85.00	520.00	910.00	7,280.00

SS # \*\*\*4398 Base Pay Rate \$14.00  
[EMPLOYEE] # 00000163  
[XXXXXXXX - Main, XXXXXXX] - Westerville, 00000001 - Office

EMPLOYER INFORMATION	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shamrock Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)882-3555	Federal 3 3 +0.00 State 3 +0.00	FICA Medicare MedicaidSD Sunbury OH State	56.42 13.30 6.83 9.10 13.96	451.56 105.60 54.64 72.80 111.68

PAY PERIOD 03/30/21 TO 04/12/21  
PAY FREQUENCY Bi-Weekly  
CHECK DATE 04/16/2021  
CHECK # E04219

ACCURAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT
							999.51	8796.08

EMPLOYEE: Amy	DATE: 4/16/21	GROSS PAY 1141
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	
	CHECK AMOUNT	910
HOURS: 81.52	CASH AMOUNT	231

## EXHIBIT 8

Coh Bank  
Clearfield, PA

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

DATE: 04/30/2021  
CHECK NO.: E04253

AMOUNT  
\$0.00

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

TO THE ORDER OF

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AUTHORIZED SIGNATURE(S)  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hours		85.00	585.00	910.00	\$1,900.00
SS # ***4398 Base Pay Rate \$14.00 EMPLOYEE # 00000163 00000001 - Main_00000001 - Westerville_00000001 - Office						
TOTAL EARNINGS			85.00	585.00	\$910.00	\$1,900.00

EMPLOYER INFORMATION	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shamrock Towing Inc. 6333 Frost Rd Westerville, OH 43082 (614)862-3555	Federal S 5 State 3	FICA Medicare BlueWellness Sunbury OH State	\$6.42 13.20 6.83 5.10 13.56	\$07.78 118.80 61.47 81.90 125.64
TOTAL WITHHOLDINGS			\$99.51	\$895.59

ACCURAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT

DIRECT DEPOSIT INFORMATION	NET PAY	AMOUNT	YTD AMT
Checking ***0292 \$810.49		\$810.49	\$7,294.41

EMPLOYEE: Amy	DATE: 4/30/21	GROSS PAY 1155
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	
HOURS: 82.51	CHECK AMOUNT	910
	CASH AMOUNT	285



## EXHIBIT 9

Cnh Bank  
Clearfield, PA

DATE		CHECK NO.
06/11/2021		E04356

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

AMOUNT  
\$0.00

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

TO THE  
ORDER OF

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AUTHORIZED SIGNATURE(S)  
VOID AFTER 90 DAYS

PERSONAL INFORMATION		EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074		Regular Hours		65.00	780.00	975.00	11,950.00
SS # ***4398 Base Pay Rate \$15.00 EMPLOYEE # 00000163 00000001 - Main_00000001 - Westerville_00000001 - Office							
TOTAL EARNINGS				65.00	780.00	975.00	\$11,058.00

EMPLOYER INFORMATION		FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shamrock Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)882-3555		Federal 5 5 +0.00 State 3 +0.00	FICA Medicare BigWidowSD Sunbury OH State	60.45 14.14 7.31 9.75 15.97	685.10 160.38 82.92 110.50 171.54
PAY PERIOD 05/25/21 TO 06/07/21 PAY FREQUENCY Bi-Weekly CHECK DATE 06/11/2021 CHECK # E04356					
TOTAL WITHHOLDINGS				\$197.62	\$1,210.34

ACCRUAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT

DIRECT DEPOSIT INFORMATION		NET PAY	AMOUNT	YTD AMT
Checking	**0222	\$867.38	\$867.38	\$9,839.66

EMPLOYEE: Amy	DATE: 6/11/21	GROSS PAY 1475
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	
HOURS: 98.31	CHECK AMOUNT	975
	CASH AMOUNT	500

## EXHIBIT 10

Cub Bank  
Clearfield, PA

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

DATE	CHECK NO.
08/06/2021	E04500

PAY **\*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*** AMOUNT \$0.00

TO THE ORDER OF

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AUTHORIZED SIGNATURE(S)  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hours		65.00	980.20	975.00	14,003.00
SS # ***4398 Base Pay Rate \$15.00 EMPLOYEE # 00000163 00000001 - Main_00000001 - Westerville_00000001 - Office						

EMPLOYER INFORMATION	TOTAL EARNINGS	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT
Shamrock Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)882-3555	65.00 980.20 975.00 \$14,003.00	Federal 5 5 State 3	FICA Medicare Dis/Wdm/SLD Sunbury OH State	80.43 14.14 7.31 9.75 13.97	871.41 203.86 105.43 140.55 212.29

PAY PERIOD 07/20/21 TO 08/02/21  
PAY FREQUENCY Bi-Weekly  
CHECK DATE 08/06/2021  
CHECK # E04500

ACCURAL	THIRD	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT
							897.62	\$1,353.66

DIRECT DEPOSIT INFORMATION	NET PAY	AMOUNT	YTD AMT
Checking ***0202 5867.38		\$867.38	\$12,521.44

EMPLOYEE: Amy	DATE: 8/6/21	GROSS PAY 1246
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	
	CHECK AMOUNT	975
HOURS: 83.05	CASH AMOUNT	311



## EXHIBIT 11

Cash Bank  
Clearfield, PA

Shamrock Towing Inc  
6333 Frost Rd  
Westerville, OH 43082

DATE: 08/20/2021 CHECK NO.: E04538

PAY \*\*\*VOID\*\*\*VOID\*\*\* THIS IS NOT A CHECK \*\*\*VOID\*\*\*VOID\*\*\*

TO THE ORDER OF

Amy J Allen  
92 N Columbus St  
Sunbury, OH 43074

AMOUNT \$0.00

AUTHORIZED SIGNATURE(S)  
VOID AFTER 90 DAYS

PERSONAL INFORMATION	EARNINGS	PIECES	HOURS	YTD HOURS	AMOUNT	YTD AMT		
Amy J Allen 92 N Columbus St Sunbury, OH 43074	Regular Hours		63.00	1,045.00	975.00	13,200.00		
SS # ***4398 Base Pay Rate \$15.00 EMPLOYEE # 00000163 (0000001) - Main_0000001 - Westerville_0000001 - Office								
TOTAL EARNINGS 63.00 1,045.00 975.00 \$15,030.00								
EMPLOYER INFORMATION	FILING STATUS	TAX TYPE	AMOUNT	YTD AMT				
Shamrock Towing Inc 6333 Frost Rd Westerville, OH 43082 (614)802-3555	Federal 5 5 +0.00 State 5 +0.00	FICA Medicare Social Security Sunbury OH State	60.45 14.14 7.31 9.75 15.97	971.86 218.00 112.76 150.30 228.26				
PAY PERIOD 08/03/21 TO 08/16/21 PAY FREQUENCY Bi-Weekly CHECK DATE 08/20/2021 CHECK # E04538								
TOTAL WITHHOLDINGS \$197.62 \$1,641.18								
ACCRUAL	EARNED	TAKEN	BALANCE	ADJUSTMENTS	CO MATCH	YTD CO MATCH	AMOUNT	YTD AMT
DIRECT DEPOSIT INFORMATION				NET PAY	AMOUNT	YTD AMT		
Checking ***0292 \$897.38					\$867.38	\$13,388.82		

EMPLOYEE: Amy	DATE: 8/20/21	GROSS PAY: 1247
	\$ KEPT FROM SETTLEMENT	
	ADVANCE	
	DAMAGES	
COMMISSION:	LOAN	
	CHECK AMOUNT	975
HOURS: 83.15	CASH AMOUNT	312